

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Cost Contract	Page 1 Of 7		
2. Amendment/Modification No. P00031		3. Effective Date 2001MAR30		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM AMSTA-LC-CAEB-W LEON WILSON (810)574-7192 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: WILSONL@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCM DETROIT U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) BLDG 231 ATTN: DCMDE-GJD WARREN, MI 48397-5000  SCD A PAS NONE ADP PT SC1012			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  GENERAL DYNAMICS LAND SYSTEMS DIV 38500 MOUND RD STERLING HEIGHTS MI 48310-3260  TYPE BUSINESS: Large Business Performing in U.S.  Code 7W356 Facility Code				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-00-C-N044	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2000MAR10	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AA NET DECREASE: -\$95,774,812.00							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS KIND MOD CODE: C It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: H.25 LONG LEAD MATERIAL PROVISIONS							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  SEE SECOND PAGE FOR DESCRIPTION          Contract Expiration Date: 2006DEC31							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) JOHN REGENHARDT REGENHAJ@TACOM.ARMY.MIL (810)574-6973			
15B. Contractor/Offeror  (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-00-C-N044 <b>MOD/AMD</b> P00031	<b>Page</b> 2 <b>of</b> 7
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SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this modification is to transfer the Long Lead Material (LLM), CLINs 1001AA and 1003AA, including associated labor, and funding from this contract to Delivery Order DAAE07-01-G-N001/0003 in accordance with provisions H.25.2 of this Contract, and H.5.1. of the tank delivery order G-N001/0003. This modification will deobligate the funding and transfer these CLINs and funding to Deliver Order DAAE07-01-G-N001, D.O. 0003.
2. CLIN 1001AA, page B1 is deleted in its entirety from this contract and the \$95,774,812 in obligated funding is entirely deobligated. All labor and long lead material associated with this funding is transferred to DAAE07-01-G-N001, D.O. 0003.
3. CLIN 1003AA, page B1(a) is deleted in its entirety from this contract. All Gun Mounts under this CLIN 1003AA are transferred to DAAE07-01-G-N001, D.O. 0003.
4. Special Provision H.25.4.1. has been changed to reflect the Government's responsibility for MY1. This provision also changes the contractor's authorization to acquire long lead material for the remaining two years of this three year multiyear cost reimbursement contract. Page H3 is deleted and replaced by the attached identically numbered page.
5. As a result of the above changes, the obligated amount of the contract and the contract value are changed as follows:

Current funded amount:
Amount being deobligated:
New funded amount:

\$219,639,174
(\$ 95,774,812)
\$123,864,362

Current contract value:
Amount being deobligated:
New contract value:

\$219,639,174
(\$ 95,774,812)
\$123,864,362
6. All other terms and conditions remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 028 \*\*\*

**Name of Offeror or Contractor:** GENERAL DYNAMICS LAND SYSTEMS DIV

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
1001AA	<u>DELETED</u>				
1003AA	<u>DELETED</u>				

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG STAT/	INCREASE/DECREASE		CUMULATIVE
ITEM	AMS CD	ACRN JOB ORD NO	PRIOR AMOUNT	AMOUNT	AMOUNT
1001AA	470BVA0447	AA 2	\$ 95,774,812.00	\$ -95,774,812.00	\$ 0.00
	312065	0GAAUA			
			NET CHANGE	\$ -95,774,812.00	

SERVICE	NET CHANGE	ACCOUNTING		INCREASE/DECREASE
NAME	BY ACRN	ACCOUNTING CLASSIFICATION	STATION	AMOUNT
	AA	21 02033000005R5R02P31206531E9 S201130BVA04	W56HZV	\$ -95,774,812.00
NET CHANGE				\$ -95,774,812.00

PRIOR AMOUNT		INCREASE/DECREASE	CUMULATIVE
OF AWARD		AMOUNT	OBLIG AMT
NET CHANGE FOR AWARD:	\$ 219,639,174.00	\$ -95,774,812.00	\$ 123,864,362.00

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

- H.22.

SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) 252.219-7003 (APR 1996)

H.22.1. In furtherance of the Government's policy of promoting the development of small disadvantaged business enterprises, the contractor agrees to award subcontracts to such enterprises, as they are defined in the referenced clause to the maximum practicable extent consistent with efficient contract performance.

H.22.2. The Contractor's Small Business Subcontracting Plan, GDLS number L-0079 dated 3/01/00, is incorporated into the Contract by reference.
- H.23.

MATERIAL COST

H.23.1. To assure conformance to the nuclear hardness requirement of SA-S00001C, the Contractor may use electronic material that is certified as being nuclear hard to the appropriate levels. Semiconductors and higher assemblies procured from the Radiation Tolerant Assurance Source of Supply Center (RTASSC) are considered certified, to the levels and conditions specified on the corresponding White Sands Standard Drawings (WSDs). Additionally, a nuclear hardness Letter of Certification (LOC) from the RTASSC for higher assemblies will meet this material requirement. The Contractor is not responsible for the nuclear hardness of electronic material procured using WSDs and LOCs from RTASSC, to the extent and under the conditions provided by the WSDs and LOCs.
- H.24.

MAKE-OR-BUY PROGRAM

H.24.1. In accordance with FAR 52.215-9 (April 1984), changes to those items listed on ATTACHMENT VI, Make-or-Buy Program, require Government approval. Approved changes will not require an equitable adjustment to the contract price.
- H.25.

LONG LEAD MATERIAL PROVISIONS

H.25.1

REPRESENTATION OF LONG LEADTIME MATERIAL ADEQUACY (M1A2)

H.25.1.1 The Contractor by execution of and performance of this contract represents that the Long Lead-time Materials it acquires under this Contract are both necessary and adequate to meet the planned Tank delivery schedules set forth in Section F. Notification pursuant to H.25.1.2. below waives the representation for the particular item in the notification.

H.25.1.2. The Contractor shall notify the Procuring Contracting Officer in writing within five days of the Contractor's knowledge of any Long Lead-time Materials delivery schedule which will not support the planned Tank delivery schedules set forth in section F. Such notification shall include the Contractor's actions to remedy the deficiency, including actions utilizing this contract's DX priority rating, and his recommended corrective action.

H.25.2.

TRANSFER OF LLM COSTS TO FFP VEHICLE PRICE

H.25.2.1. In accordance with this provision, all allowable costs incurred for material acquired under this Contract under a Cost-no-fee CLIN for Long Lead Material shall be treated as if acquired solely under this contract on a fixed price basis for vehicles utilizing that LLM when the vehicles are called up. In the event payments made to the Contractor under the LLM cost CLIN(s) exceed the limitations imposed by the Progress Payment Provision of a follow-on tank contract when this effort is converted to vehicles, such payments will be adjusted to be in compliance with the Progress Payment Provision by submittal of an adjusting Progress Payment request no later than at the end of a 60 day period following the execution of the modification incorporating a requirement for the vehicle under a vehicle CLIN(s) replacing the LLM CLIN(s). All material transferred upon execution of a vehicle call-up modification shall revert to being Contractor furnished material as if acquired exclusively under the terms of a fixed price vehicle contract.

H.25.3.

ECONOMIC ORDER QUANTITY

H.25.3.1.

Economic Order Quantity (EOQ) procurement of the entire content (both German and USA) of the Ammo Rack Assembly and last chance buy of microcircuit chips for multiyear three are authorized and funded at the funded Termination Liability amount. The Termination Liability to the Government for EOQ shall be limited to the total funded dollar amount for each multi-year. The Termination Liability for EOQ for MY3 is included in the Termination Liability funding schedule in H.25.4.

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H.25.3.2. The contractor shall procure the following EOQ material which represents Wegmann's content of the Ammo Rack Assembly. The quantity of EOQ material to be procured are 104 sets of MY2 and 103 sets of MY3 material listed below:

Part Number	Description
12336500-2	Ammo Racks
12336660-2	I. Swing Frame
12388210	Hull Ammo Rack Assy
12437003-2	Ammo Rack L/S Ro
12437004-2	Ammo Rack 16 Round
12437005	Ammo Rack 2 Round
12917085	Swing Frame

#### H.25.4. FUNDING SCHEDULE AND TERMINATION LIABILITY

MULTI-YEAR ONE - DELETED

#### MULTI-YEAR TWO - CLIN 2001AA IS FOR LLM AND LCB OF MICROCIRCUIT CHIPS

MONTH	AMOUNT	CUMULATIVE \$	MONTH	AMOUNT	CUMULATIVE \$
APR 01	\$ 2,822,665	\$ 2,822,665	OCT	\$ 14,288,130	\$ 44,106,996
MAY	\$ 2,015,111	\$ 4,837,776	NOV	\$ 15,842,099	\$ 59,949,095
JUN	\$ 2,466,311	\$ 7,304,087	DEC	\$ 16,688,090	\$ 76,637,185
JUL	\$ 3,660,558	\$ 10,964,645	JAN 02	\$ 13,731,965	\$ 90,369,150
AUG	\$ 5,776,238	\$ 16,740,883	FEB	\$ 10,944,476	\$ 101,313,626
SEP	\$ 13,077,983	\$ 29,818,866	MAR	\$ 9,602,966	\$ 110,916,592 @

#### CLIN 2001AD

\$5,134,639 @

#### MULTI-YEAR THREE

MONTH	AMOUNT	CUMULATIVE \$	MONTH	AMOUNT	CUMULATIVE \$
APR 02	\$ 820,640	\$ 820,640	OCT	\$ 14,380,888	\$ 42,613,287
MAY	\$ 2,094,875	\$ 2,915,515	NOV	\$ 15,880,053	\$ 58,493,340
JUN	\$ 2,531,153	\$ 5,446,668	DEC	\$ 16,717,415	\$ 75,210,755
JUL	\$ 3,730,798	\$ 9,177,466	JAN 03	\$ 13,991,592	\$ 89,202,347
AUG	\$ 5,871,186	\$ 15,048,652	FEB	\$ 11,158,582	\$ 100,360,929
SEP	\$ 13,183,747	\$ 28,232,399	MAR	\$ 11,839,466	\$ 112,200,395

#### Economic Order Quantity Funding

#### CLIN 3001AB

\$6,656,205 @

@ indicates the amount funded and the amount under this Contract the Government is liable under FAR 52.217-2 and H.26. below.

H.25.4.1. Funding for the acquisition of tanks is authorized upon call-up of tanks under DAAE07-01-G-N001, D.O. 0003. The acquisition of Long Lead Material for this Cost Contract is authorized upon the Government obligating funding for each planned production year(s) in accordance with the above provisions for Long Lead Material Funding. Upon availability to the Contracting Officer of additional funds, the Contractor shall be notified, in writing, and the contract schedule shall be amended to reflect the amount of additional LLM funding obligated. In the event that additional funds are not made available as indicated below, or by such other date as may be mutually agreed to by the parties, the funded LLM effort shall be, upon the written request of the Contractor, terminated pursuant to the "Termination (Cost-Reimbursement)" clause.

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H.25.4.2. Funding Dates of Long Lead Material under this contract are provided above. Long Lead Material may be funded earlier than the stated month. Funding dates listed "to be determined" (TBD) shall be provided by the Contractor to the Contracting Officer by Jan 15th of the year LLM funding will be required.

H.25.5. Funding per H.25.4 may be provided by issuance of a unilateral modification obligating the scheduled amount(s).

H.26. LIMITATION OF GOVERNMENT LIABILITY & FUNDS

H.26.1. LONG LEAD MATERIAL FUNDING (LLM).

H.26.1.1. LIMITATION OF FUNDS (APR 84)(FAR 52.232-22) In performing effort for acquisition of LLM in Section B, the contractor is not authorized to make expenditures or incur obligations exceeding the amounts shown as funded in provision H.25.4.

H.26.1.2. LIMITATION OF GOVERNMENT LIABILITY (APR 84)(FAR 52.216-24) The maximum amount for which the Government shall be liable if a LLM CLIN of this contract is terminated is the amount shown as funded in provision H.25.4.

H.27. RESERVED for Excess CEU 176 Card Material

H.28. RESERVED for Excess CEU 177 Card Material

H.29. RESERVED for Under Armor Auxiliary Power Unit (UAAPU) Material

H.30. RESERVED for Micro-Chip Emergency Purchases

H.31. OPTION FOR INCREASED QUANTITY

Deleted by Mod P0006.

H.32. OPTION FUNDING AND TERMINATION LIABILITY

Deleted by Mod P0006.

\*\*\* END OF NARRATIVE H 001 \*\*\*